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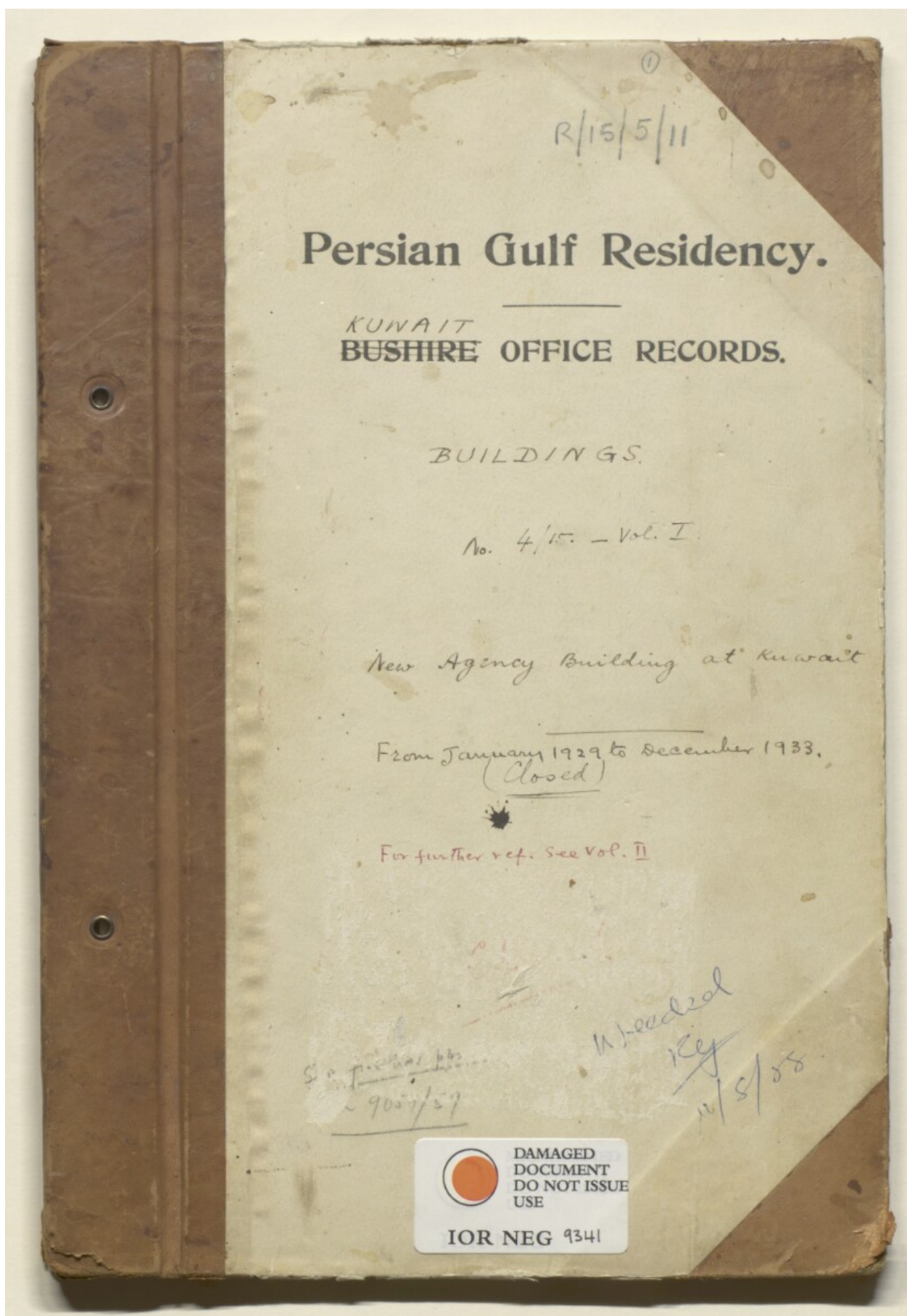
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Reference	IOR/R/15/5/11
Title	'KUWAIT OFFICE RECORDS. BUILDINGS. No. 4/15 - Vol. I. New Agency Building at Kuwait.'
Date(s)	Jan 1929 (CE, Gregorian)
Written in	English in Latin
Extent and Format	1 file (8 folios)
Holding Institution	British Library: India Office Records and Private Papers
Copyright for document	<u>Unknown</u>

About this record

This file consists of the translation of the agreement between the Political Agent, Kuwait and Shaikh Ahmad al-Jabir al-Sabah, Ruler of Kuwait concerning a lease of a building for the agency. Also included in the file is a Government of India Public Works Document tender and contract document for the supply of materials .







② 129 a

Translation of agreement between the Political Agent,
Kuwait and his Excellency Shaikh Sir Ahmad al-Jabir as-Sabah,
Ruler of Kuwait.

Be it known to all that having understood that
the large hauta, situated along the sea front to the North
of H.E. Sir Khazaal Khan, late Shaikh of Mohammerah's
Diwaniyeh and presented by him to the British Government
with my full cognizance, is not sufficient for the purpose
of erecting a new Political Agency Building, I, Shaikh Sir
Ahmad al-Jabir as-Sabah, K.C.I.E., C.S.I., Ruler of Kuwait,
do hereby bestow upon the British Government, free from all
impediments and taxations, a further piece of land, 100 feet
(66½ dras) deep, and 70 feet (46½ dras) wide, immediately
adjoining to the South and East of the said whole hauta
respectively, both of which plots to be incorporated in the
Agency grounds.

2. Whilst bestowing the aforesaid two plots to the
High British Government, I hereby undertake to prevent :-

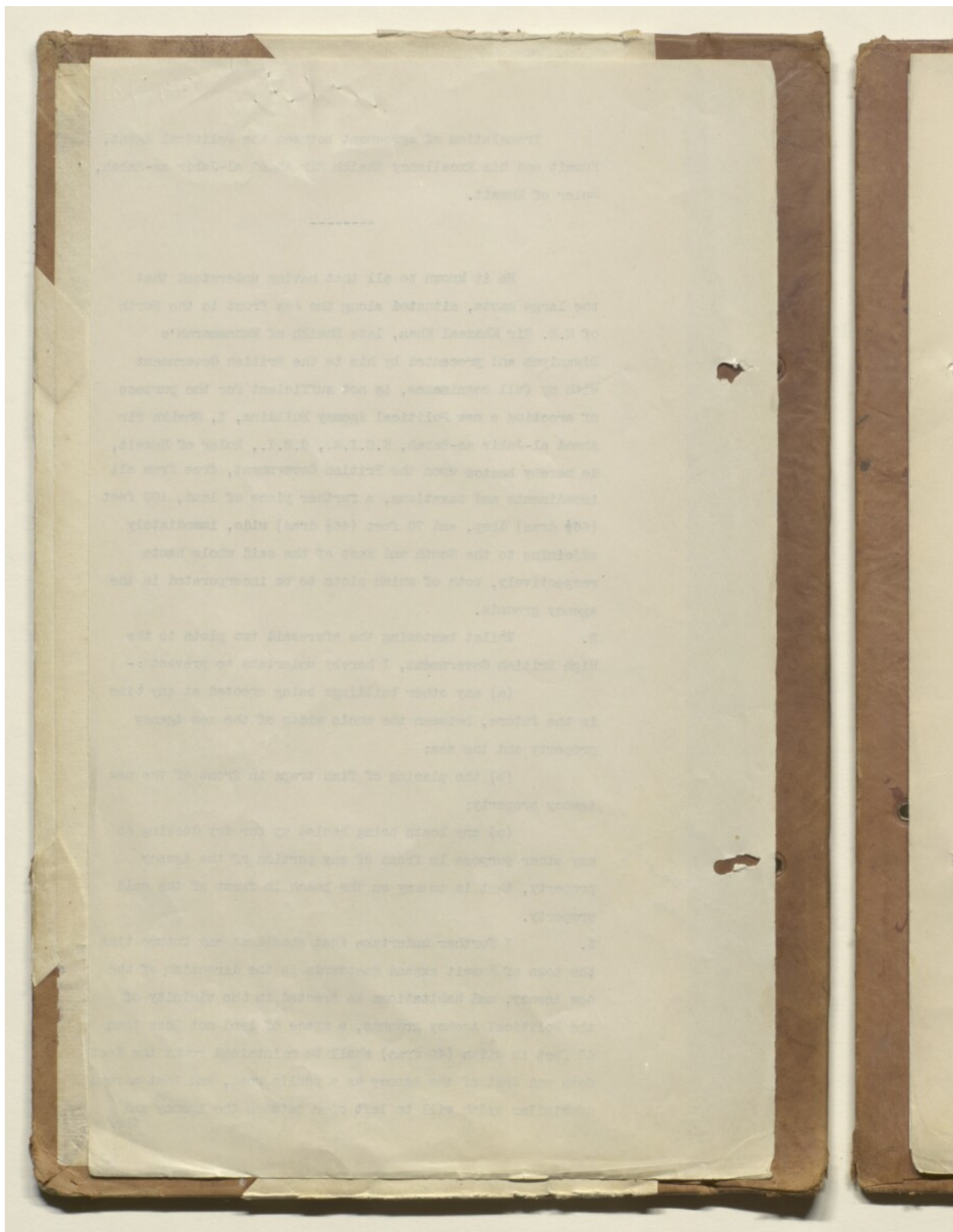
(a) any other buildings being erected at any time
in the future, between the whole width of the new Agency
property and the sea;

(b) the placing of fish traps in front of the new
Agency property;

(c) any boats being hauled up for dry docking or
any other purpose in front of any portion of the Agency
property, that is to say on the beach in front of the said
property.

3. I further undertake that should at any future time
the town of Kuwait expand Eastwards in the direction of the
new Agency, and habitations be erected in the vicinity of
the Political Agency grounds, a space of land not less than
60 feet in width (40 dras) shall be maintained round the East
South and West of the Agency as a public road, and that a road
of similar width will be left open between the Agency and
the/

Original sent
to M.C.W. London
see 9059/59.





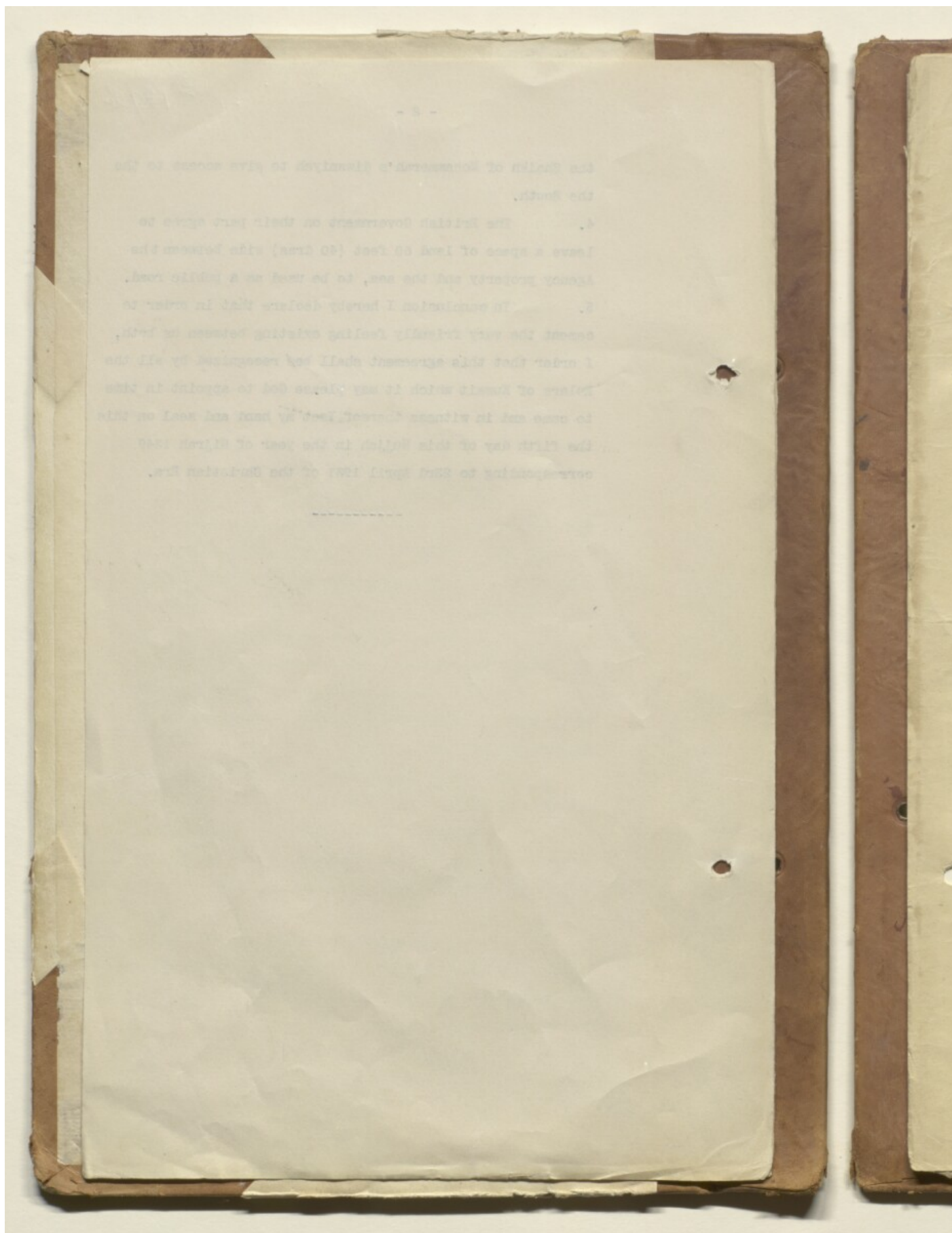
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③ 129b

the Shaikh of Mohammerah's diwaniyeh to give access to the the South.

4. The British Government on their part agree to leave a space of land 60 feet (40 dras) wide between the Agency property and the sea, to be used as a public road.

5. In conclusion I hereby declare that in order to cement the very friendly feeling existing between us both, I order that this agreement shall be recognized by all the Rulers of Kuwait which it may please God to appoint in time to come and in witness thereof I set my hand and seal on this the fifth day of this Hujjah in the year of Hijrah 1349 corresponding to 23rd April 1931 of the Christian Era.





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P. W. D. 9.

GOVERNMENT OF INDIA.

PUBLIC WORKS DEPARTMENT.

Province _____ Division. _____

Branch _____ Sub-division. _____

TENDER AND CONTRACT

FOR

SUPPLY OF MATERIALS.

(See P. W. D. Code, Chapter A, para. 240.)

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the ^{Sub-Divisional Officer} Divisional Officer.
- This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, and any other documents required in connection with the work, signed for the purpose of identification by the ^{Sub-Divisional Officer} Divisional Officer shall also be open for inspection by the contractor at the office of the ^{Sub-Divisional Officer} Divisional Officer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The ^{Divisional Officer} Sub-Divisional Officer or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
6. The Officer inviting tender shall have the right of rejecting all or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the ^{Sub-Divisional Officer} Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the ^{Sub-Divisional Officer} Divisional Officer.

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I
We hereby tender for the supply for the Secretary of State for India in
ing to the Specification within the times specified and at the rates specified

Description or Specification of Materials to be supplied.	Total quantities of each to be supplied.	Places at which to be delivered.	Quantities to be delivered at each place.

Dated

The 19 .

Signature of the Officer by whom
the Tender is accepted.

places at which to be delivered.	Quantities to be delivered at each place.

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earnest money) Rs. Percentage, if any, to be deducted from bills,
@ 10 per cent.

Dates by which delivery at all places must be completed.	Rates at which articles are to be supplied inclu- sive of every demand.	Unit.	Total cost of each arti- cle, inclusive of every demand.	REMARKS.
Rs. A. P.	Rs. A. P.		Rs. A. P.	

Should this Tender be accepted, I we hereby agree to abide by and fulfil all the terms of the above Specification and all the conditions of Contract annexed hereto, or in default thereof, to forfeit and pay to the Secretary of State for India in Council or his successors, the penalties or sums of money mentioned in the said conditions.

The sum of Rs. _____ in currency notes is herewith forwarded as earnest-money the full value of which is to be absolutely forfeited to the said Secretary of State or his successors in office without prejudice to any other rights or remedies of the said Secretary of State or his successor in office should $\frac{1}{100}$ fail to commence supply of the materials specified in the above memorandum or (a) should $\frac{1}{100}$ not deposit the full amount of security in accordance with the Clause 1 (A) of the Conditions of Contract, otherwise the said sum of Rs. _____ shall be retained by Government as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the said Conditions of Contract.

Strike out (a) if
- no cash security
- is to be taken.

Strike out (b) if
any cash security
deposit is taken.

Signature _____

Address

Signature of witness to Signature of Tenderer

Address

Dated

The

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CONDITIONS OF CONTRACT.

Clause I.—The ^{person} whose tender may be accepted (hereinafter called the Contractor) shall (A) [within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender] deposit with the ^{Sub-divisional Officer} in cash or Government securities endorsed to the ^{Sub-divisional Officer} Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender; or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such

*This will be the same percentage as that in the tender at (c).

† The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, e.g., if it is fixed at 8 per cent. and the security deposit only amounts to 5 per cent. of the estimated cost of the work, then 3 per cent. should be deducted from every payment. If the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 per cent. then 4 per cent. should be deducted and so on.

sum as will (with the earnest-money deposited by him) amount to* per cent. of all moneys so payable, such deductions to be held by Government by way of security deposit.† *Provided always* that in the event of the Contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to

† per cent. of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the Contractor for work done under the contract to make up the full percentage of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the Contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

2. The Contractor is to deliver the materials on or before the dates mentioned in the Tender. Failing which he shall be subject to pay or allow one per cent. on the total amount of the contract for every day not exceeding ten days that he shall exceed his time, as, and for, liquidated damages.

3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Divisional Officer shall have power either to annul the contract altogether, or to have the supply completed without further notice at the Contractor's risk and expense, as he may deem best suited to the interests of Government, and the Contractor shall have no claim to compensation for any loss that he may incur in any way.

4. If the Contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this Tender, he shall apply in writing to the Divisional Officer, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional Officer, the Contractor shall not claim exemption from the fine leviable under clause 2.

5. The Contractor shall give notice to the ^{Divisional Officer} ^{Sub-divisional Officer} (hereinafter called the Engineer-in-charge) of his intention of making delivery of materials and, on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his Assistant, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the Contractor shall be furnished with a certificate to that effect by the ^{Sub-divisional Officer} ^{Divisional Officer} (hereinafter called the Engineer-in-charge) but the delivery will not be considered complete until the Contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

7. No payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies esti-



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(hereinafter called the Rs. 1,000 or less, two of ten days of the his tender) deposit with the Sub-divisional Officer Executive Engineer with the amount of the up the full security amount at the time of contract to deduct such amount to*

held by Government by vent of the Contractor as contemplated at (A) all not amount to work, it shall be lawful the Contractor for work of per cent. by as last aforesaid. All Contractor to Government or paid by the sale of a arising therefrom, or to the Contractor by ent of his security depo- sale as aforesaid, the a cash or Government may have been deducted thereof.

before the dates men- to pay or allow one day not exceeding ten damages.

as mentioned in clause 2 Divisional Officer shall to have the supply com- expense, as he may Contractor shall have in any way.

y of the materials so as Tender, he shall apply t in writing if reason- authority of the Divi- from the fine leviable

Divisional Officer (hereinafter ng delivery of materials granted to him by the be considered as deli-

the Contractor shall be Divisional Officer (hereinafter t be considered complete aterials, and shall have on as may be pointed

ated to cost less than s shall have been come case of supplies esti-

mated to cost more than rupees one thousand the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the delivery of materials, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the supplies accordingly shall be final and binding on all parties.

8. The materials shall be of the best description and in strict accordance with the specification, and the Contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the Contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that Officer may have such rejected material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor.

10. If the Contractor or his work-people break or deface any building, road fence, enclosure, or grass and/or cultivated land, he shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the Contractor.

11. The Contractor shall supply at his own expense all tools, plant, and implements required for the due fulfilment of his Contract, and the material shall remain at his risk till the date for final delivery, unless it shall have been in the meantime removed for use by the Engineer-in-charge.

12. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.

13. This contract shall not be sublet without the written permission of the Divisional Officer. In the event of the Contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

14. The decision of the Superintending Engineer for the time being shall be final, binding and conclusive on all parties of the contract upon all questions relating to the meaning of the Specification and instructions hereinbefore mentioned and as to quality of materials or as to any other question, claim, right, matter or thing whatsoever in any way arising out of, or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the supplies whether arising during the progress of delivery or after the completion or abandonment thereof or the contract by the Contractor, shall be final, conclusive and binding on the Contractor.

15. On the breach of any term or condition of this contract by the Contractor, the said Secretary of State shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time be remaining, and to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Secretary of State to recover any further sums as damages from any sums due or which may become due to the Contractor by Government or otherwise howsoever.

